

STATE OF CALIFORNIA
ENVIRONMENTAL PROTECTION AGENCY
DEPARTMENT OF TOXIC SUBSTANCES CONTROL

In the Matter of:) Docket HWCA 00/01-3018
Advanced Chemical Recycling)
aka)
Antifreeze Recycling Technology) CONSENT ORDER
3029 West Mission Road)
Alhambra, California 91807) Health and Safety Code
EPA ID. No: CAL 000140313) Section 25187
Respondent.)

The State Department of Toxic Substances Control (Department) and Advanced Chemical Recycling aka Antifreeze Recycling Technology, (Respondent) enter into this Consent Order and agree as follows:

1. Respondent Antifreeze Recycling Technology operated a Transportable Treatment Unit (TTU) at the following site: 446 W. Arrow Highway, Suite 27, San Dimas, California, 91773(Site). Respondent changed the TTU name from Antifreeze Recycling Technology to Advanced Chemical Recycling.

2. The Department inspected the Site on May 16, 2000 and June 28, 2000.

3. The Department alleges the following violations:

3.1. The Respondent violated Health and Safety Code (HSC) section 25201 (a) in that on or about May 16, 2000, Advanced Chemical Recycling aka Antifreeze Recycling Technology treated and stored hazardous waste

1 antifreeze/ethylene glycol generated offsite at their
2 warehouse without a hazardous waste facility permit or grant
3 of authorization from the Department. This constitutes an
4 offsite hazardous waste treatment facility. TTU's have
5 authorization to treat hazardous waste at the generator's
6 site.

7 3.2. The Respondent violated Health and Safety Code
8 (HSC) section 25163 (a) (1) in that on or about May 16, 2000,
9 Advanced Chemical Recycling aka Antifreeze Recycling
10 Technology transported hazardous waste antifreeze/ethylene
11 glycol, lead contaminated filter bags and residual ethylene
12 ethylene glycol without a hazardous waste transporter
13 registration issued by the Department.

14 4. A dispute exists regarding the alleged
15 violations.

16 5. The parties wish to avoid the expense of
17 litigation and to ensure prompt compliance.

18 6. Jurisdiction exists pursuant to Health and
19 Safety Code (HSC) section 25187.

20 7. Respondent waives any right to a hearing in
21 this matter.

22 8. This Consent Order shall constitute full
23 settlement of the violations alleged above, but does not
24 limit the Department from taking appropriate enforcement
25 action concerning other violations.

26 9. Respondent admits the facts alleged in the
27 Inspection Report dated July 25, 2000, for the purpose **of** any
subsequent action brought pursuant to the Hazardous Waste

1 Control Law, Health and Safety Code, Section 25100 et seq.,
2 within five years of the date of the violation alleged in the
3 inspection report.

4
5 SCHEDULE FOR COMPLIANCE

6 10. Respondent shall comply with the following:

7 10.1.1. Effective immediately, Respondent shall cease
8 treating and storing hazardous waste antifreeze/ethylene
9 glycol (offsite).

10 10.1.2. Effective immediately, Respondent shall cease
11 transporting hazardous waste antifreeze/ethylene glycol, from
12 generator's (onsite) locations to any offsite location which
13 is not authorized by the Department. The Respondent shall
14 submit an application for registration as a hazardous waste
15 transporter to the Department.

16 10.1.3. Advanced Chemical Recycling aka Antifreeze
17 Recycling Technology hereby agrees to send one employee to
18 California Compliance School Modules I - V. Attendance must
19 be completed and Advanced Chemical Recycling aka Antifreeze
20 Recycling Technology must submit a Certificate of
21 Satisfactory Completion issued by the California Compliance
22 School to the Department of Toxic Substances Control (DTSC)
23 within 185 days of the date of this Order. In recognition of
24 this educational investment, the penalty imposed by this
25 Order shall be reduced by \$2500.00 if the employee
26 satisfactorily completes the specified modules and DTSC
27 receives the Certificate of Satisfactory Completion within
185 days of the effective date of this Order. If Advanced

1 Chemical Recycling aka Antifreeze Recycling Technology fails
2 to submit the certificate as required, the penalty of
3 \$2500.00 is due and payable within 30 days after the 185 day
4 period expires. The 185 day period may be extended by a DTSC
5 Branch Chief upon written request demonstrating good cause
6 from Advanced Chemical Recycling aka Antifreeze Recycling
7 Technology.

8 10.2. Submittals: All submittals from Respondent
9 pursuant to this Consent Order shall be sent to:

10 Florence Gharibian, Branch Chief
11 Department of Toxic Substances Control
12 Statewide Compliance Division
13 1011 North Grandview Avenue
14 Glendale, California 91201

15 10.3. Communications: All approvals and decisions
16 of the Department made regarding such submittals and
17 notifications shall be communicated to Respondent in writing
18 by a Branch Chief, Department of Toxic Substances Control, or
19 his/her designee. No informal advice, guidance, suggestions,
20 or comments by the Department regarding reports, plans,
21 specifications, schedules, or any other writings by
22 Respondent shall be construed to relieve Respondent of its
23 obligation to obtain such formal approvals as may be
24 required.

25 10.4. Department Review and Approval: If the
26 Department determines that any report, plan, schedule, or
27 other document submitted for approval pursuant to this
Consent Order fails to comply with the Order or fails to

1 protect public health or safety or the environment, the
2 Department may return the document to Respondent with
3 recommended changes and a date by which Respondent must
4 submit to the Department a revised document incorporating the
5 recommended changes.

6
7 10.5. Compliance with Applicable Laws: Respondent
8 shall carry out this Order in compliance with all local,
9 State, and federal requirements, including but not limited to
10 requirements to obtain permits and to assure worker safety.

11 10.6. Endangerment during Implementation: In the
12 event that the Department determines that any circumstances
13 or activity (whether or not pursued in compliance with this
14 Consent Order) are creating an imminent or substantial
15 endangerment to the health or welfare of people on the site
16 or in the surrounding area or to the environment, the
17 Department may order Respondent to stop further
18 implementation for such period of time as needed to abate the
19 endangerment. Any deadline in this Consent Order directly
20 affected by a Stop Work Order under this section shall be
21 extended for the term of such Stop Work Order.

22 10.7. Liability: Nothing in this Consent Order
23 shall constitute or be construed as a satisfaction or release
24 from liability for any conditions or claims arising as a
25 result of past, current, or future operations of Respondent,
26 except as provided in this Consent Order. Notwithstanding
27 compliance with the terms of this Consent Order, Respondent

1 may be required to take further actions as are necessary to
2 protect public health or welfare or the environment.

3 **10.8. Site Access:** Access to the Site shall **be**
4 provided at all reasonable times to employees, contractors,
5 and consultants of the Department, and any agency having
6 jurisdiction. Nothing in this Consent Order is intended to
7 limit in any way the right of entry or inspection that any
8 agency may otherwise have by operation of any law. The
9 Department and its authorized representatives may enter and
10 move freely about all property at the Site at all reasonable
11 times for purposes including but not limited to: inspecting
12 records, operating logs, and contracts relating to the Site;
13 reviewing the progress of Respondent in carrying out the
14 terms of this Consent Order; and conducting such tests as the
15 Department may deem necessary. Respondent shall permit such
16 persons to inspect and copy all records, documents, and other
17 writings, including all sampling and monitoring data, in any
18 way pertaining to work undertaken pursuant to this Consent
19 Order.

20 **10.9. Sampling, Data, and Document Availability:**
21 Respondent shall permit the Department and its authorized
22 representatives to inspect and copy all sampling, testing,
23 monitoring, and other data generated by Respondent or on
24 Respondent's behalf in any way pertaining to work undertaken
25 pursuant to this Consent Order. Respondent shall allow the
26 Department and its authorized representatives to take
27 duplicates of any samples collected by Respondent pursuant to
this Consent Order. Respondent shall maintain a central

1 depository of the data, reports, and other documents prepared
2 pursuant to this Consent Order. All such data, reports, and
3 other documents shall be preserved by Respondent for a
4 minimum of six years after the conclusion of all activities
5 under this Consent Order. If the Department requests that
6 some or all of these documents be preserved for a longer
7 period of time, Respondent shall either comply with that
8 request, deliver the documents to the Department, or permit
9 the Department to copy the documents prior to destruction.
10 Respondent shall notify the Department in writing at least
11 six months prior to destroying any documents prepared
12 pursuant to this Consent Order.

13 10.10. Government Liabilities: The State of
14 California shall not be liable for injuries or damages to
15 persons or property resulting from acts or omissions by
16 Respondent or related parties specified in paragraph 12.3, in
17 carrying out activities pursuant to this Consent Order, nor
18 shall the State of California be held as a party to any
19 contract entered into by Respondent or its agents in carrying
20 out activities pursuant to this Consent Order.

21 10.11. Incorporation of Plans and Reports: All
22 plans, schedules, and reports that require Department
23 approval and are submitted by Respondent pursuant to this
24 Consent Order are incorporated in this Consent Order upon
25 approval by the Department.

26 10.12. Extension Reauests: If Respondent is
27 unable to perform any activity or submit any document within
the time required under this Consent Order, the Respondent

1 may, prior to expiration of the time, request an extension of
2 time in writing. The extension request shall include a
3 justification for the delay.
4

5 10.13. Extension Approvals: If the Department
6 determines that good cause exists for an extension, it will
7 grant the request and specify in writing a new compliance
a schedule.

9 PAYMENTS

10 11. Respondent shall pay the Department a total sum
11 of \$12,000.00 in penalties. The penalties shall be paid in
12 four (4) equal installments of \$3,000.00. Penalty
13 installments are due and payable on July 1, 2001, September
14 1, 2001, November 1, 2001 and December 1, 2001.
15 Respondent's check shall be made payable to Department of
16 Toxic Substances Control, and shall be delivered together
17 with the attached Payment Voucher to:

18
19 Department of Toxic Substances Control
20 Accounting Office
21 1001 I Street, 21st floor
22 P. O. Box 806
23 Sacramento, California 95812-0806

24 A photocopy of the check shall be sent:

25 To: Florence Gharibian, Branch Chief
26 Department of Toxic Substances Control
27 Statewide Compliance Division
1011 North Grandview Avenue
Glendale, California 91201

1 If Respondent fails to make payment as provided
2 above, Respondent agrees to pay interest at the rate
3 established pursuant to HSC § 25360.1 and to pay all costs
4 incurred by the Department in pursuing collection including
5 attorney's fees.

6
7 OTHER PROVISIONS

8 12.1. Additional Enforcement Actions: By agreeing
9 to this Consent Order, the Department does not waive the
10 right to take further enforcement actions, except to the
11 extent provided in this Consent Order.

12 12.2. Penalties for Noncompliance: Failure to
13 comply with the terms of this Consent Order may subject
14 Respondent to civil penalties and/or punitive damages for any
15 costs incurred by the Department or other government agencies
16 as a result of such failure, as provided by HSC section 25188
17 and other applicable provisions of law.

18 12.3. Parties Bound: This Consent Order shall
19 apply to and be binding upon Respondent and its officers,
20 directors, agents, receivers, trustees, employees,
21 contractors, consultants, successors, and assignees,
22 including but not limited to individuals, partners, and
23 subsidiary and parent corporations, and upon the Department
24 and any successor agency that may have responsibility for and
25 jurisdiction over the subject matter of this Consent Order.

26 12.4. Effective Date: The effective date of this
27 Consent Order is the date it is signed by the Department.

1 12.5. Integration: This agreement constitutes the
2 entire agreement between the parties and may not **be** amended,
3 supplemented, or modified, except as provided in this
4 agreement.
5

6
7 Dated: _____

~~Signature~~ of Respondent's
Representative

8
9
10
11 Dated: _____

~~Typed~~ or Printed Name and
Title of Respondent's
Representative

12
13
14
15 Dated: _____

16 Florence Gharibian
17 Branch Chief
18 Department of Toxic Substances
19 Control
20 1011 North Grandview Avenue
21 Glendale, California 91201
22
23
24
25
26
27

